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Attachment A:

Casa Pacifica FY 22-24 Board Contract First Amendment

FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

BETWEEN

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS
AND

CASA PACIFICA CENTERS FOR CHILDREN & FAMILIES

FOR

MENTAL HEALTH SERVICES

FIRST AMENDMENT TO THE AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor, referenced as BC #22-030, (hereafter First Amendment to the Agreement) is made by and between the County of Santa Barbara (County or Department) and **Casa Pacifica Center for Children and Families** (Contractor) for the continued provision of services specified herein.

WHEREAS, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County, and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

WHEREAS, on June 28, 2022, the County of Santa Barbara Board of Supervisors (BOS) authorized the County to enter into an Agreement for Services of Independent Contractor, referred to as BC #22-030, for the provision of youth mental health services for a total contract maximum amount not to exceed $**8,041,460**, inclusive of $4,020,730 per fiscal year, for the period of July 1, 2022, through June 30, 2024, (Agreement);

WHEREAS, the County and Contractor wish to execute a First Amendment to the Agreement to update staffing requirements for Exhibits A-3 and A-5**,** add a new Exhibit A-7 Suicide Prevention Program amounting to $123,000, eliminate the $25,000 funding allocation for Short Term Residential Therapeutic Program funding due to a transition to direct county-to-county billing, implement California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Payment Reform changes to the Agreement through the addition of a new Exhibit B-MHS (Financial Provisions) for FY 23-24, updated Exhibit B-1s (Schedule of Rates and Contract Maximum) and Exhibit B-2s (Entity Budget by Program) for FY 22-23 and FY 23-24, and add a new Exhibit B-3 (Entity Rates and Codes by Service Type) for FY 23-24, with an increase of $689,153 and revised total contract maximum amount of **$8,730,613,** inclusive of **$4,020,730** for FY 22-23 and **$4,709,883** for FY 23-24, for the period of July 1, 2022, through June 30, 2024; and due to implementation of a new electronic health record system and delays related to claiming functionality, County and Contractor have determined the need to add contingency payment and contingency cost settlement provisions and to incorporate changes for Medicare practitioner billing and State rate changes with no change to the maximum contract amount set forth in Exhibit B; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

I. <u>Delete Section 10 (Staffing Requirements) of Exhibit A-3 Statement of Work: MHS In-Home Therapeutic Programs and replace it with the following</u>:

10. STAFFING REQUIREMENTS. Contractor shall adhere to the Program staffing requirements outlined below. Changes to these requirements do not require a formal amendment to this Agreement but shall be agreed to in writing by the Director of the Department of Behavioral Wellness or designee and shall not alter the maximum contract amount. ICC/IHBS/TBS services must be provided under the direction of a licensed/waivered/registered mental health professional as described in Title 9, C.C.R. 1810.223 and 1810.254, respectively; licensed professional clinical counselors as defined in Business and Professions Code section 4999.12; or graduate student interns/trainees or interns/trainees, Mental Health Rehabilitation Specialists (MHRS), Qualified Mental Health Workers (QMHW), or Mental Health Workers (MHW).

A. Contractor shall provide 18.4 Full Time Equivalent (FTE) staff consisting of the following:

1. 2.0 FTE Clinical Supervisors who shall be licensed mental health professionals as described in Title 9, C.C.R. 1810.223 and 1810.254The responsibilities of the Clinical Supervisors shall include but not be limited to clinical oversight of treatment teams; development of Client Service Plans; review and approval of all case documentation; clinical training of staff; consultation regarding client cases; and individual supervision;
2. 2.0 FTE TBS Program Lead;
3. 1.0 FTE TBS Clinical Coordinator who shall be a MHW, or licensed/waivered/registered mental health professionals as described in Title 9 C.C.R. Sections 1810.223 and 1810.254;
4. 10 FTE TBS Specialists who shall be MHWs or licensed/waivered/registered mental health professionals as described in Title 9, C.C.R. Sections 1810.223 and 1810.254. Responsibilities of TBS Specialists shall include but not be limited to: individual Targeted Case Management; implementation and execution of the client's Client Service Plan; one-to-one client interventions; daily reporting of developments regarding the client's case; and providing consultation to and coaching parents on behavior management;
5. 1.0 FTE Program Manager who shall be a licensed/waivered/registered mental health professional as described in Title 9, C.C.R. Sections 1810.223 and 1810.254. Responsibilities of the Program Manager shall include but not be limited to: budget development, staff management, ensuring compliance with applicable regulations, and ensuring Program fidelity;
6. 1.1 FTE Administrative Support staff;
7. 0.20 FTE Office Coordinator;
8. 0.55 FTE Regional Director Community Based Service; and
9. 0.55 FTE Assistant Director Community Based Service who shall be a licensed/waivered/registered mental health professional as described in Title 9, C.C.R. Sections 1810.223 and 1810.254.

B. Program staff shall be licensed mental health professionals or waivered/registered professionals, as defined in Title 9 C.C.R. Sections 1810.223 and 1810.254, respectively; licensed professional clinical counselors as defined in Business and Professions Code section 4999.12; or graduate student interns/trainees or interns/trainees, Mental Health Rehabilitation Specialists (MHRS), Qualified Mental Health Workers (QMHW), or Mental Health Workers (MHW) as specified below.

1. Licensed mental health professional under Title 9 CCR Section 1810.223 include:
    i. Licensed physicians;
    ii. Licensed psychologists;
    iii. Licensed clinical social workers;
    iv. Licensed marriage and family therapists;
    v. Licensed psychiatric technicians;
    vi. Registered Nurses; and

vii. Licensed Vocational Nurses.

2. Waivered/Registered Professional under 9 C.C.R. 1810.254 means an individual who:
   i. Has a waiver of psychologist licensure issued by DHCS or
   ii. Has registered with the corresponding state licensing authority for psychologists, marriage and family therapists, or clinical social workers to obtain supervised clinical hours for psychologist, marriage and family therapist, or clinical social worker licensure.
3. Licensed Professional Clinical Counselor (LPCC) under Business and Professions Code section 4999.12 means a person licensed under chapter 16 of the Business and Professions Code to practice professional clinical counseling, as defined in Business and Professions Code section 4999.20.
4. Graduate Student Interns/Trainees and Interns/Trainees. Contractor may utilize interns or trainees as staff to provide services but only as is consistent with any and all applicable laws, regulations, and policies, as may be amended, and under direct supervision as specified in *Behavioral Wellness Policy and Procedure #8.400*, *Clinical Supervision of Pre-Licensed Providers*.
5. Mental Health Rehabilitation Specialist (MHRS) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.
6. Qualified Mental Health Worker (QMHW) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.
7. Mental Health Worker (MHW) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.

II. <u>Delete Section 8 (Staffing Requirements) of Exhibit A-5 Statement of Work: MHS SB163/Wraparound and replace it with the following:</u>

8. STAFFING REQUIREMENTS. Contractor shall adhere to the Program staffing requirements outlined below. Changes to these requirements do not require a formal amendment to this Agreement but shall be agreed to in writing by the Director of the Department of Behavioral Wellness or designee and shall not alter the maximum contract amount.

A. Contractor shall provide 8.89 Full Time Equivalent (FTE) who shall be licensed mental health professionals or waivered/registered professionals as defined in Title 9 CCR Sections 1810.223 and 1810.254, respectively; licensed professional clinical counselors as defined in Business and Professions Code section 4999.12; or graduate student interns/trainees or interns/trainees, Mental Health Rehabilitation Specialists (MHRS), Qualified Mental Health Workers (QMHW), or Mental Health Workers (MHW) as specified below::

1. 2.50 FTE Child and Family Specialist who shall be Mental Health Workers (MHWs), or licensed/waivered/registered mental health professionals as described in Title 9, C.C.R. Sections 1810.223 and 1810.254;
2. 1.0 FTE Clinical Supervisor who shall be a licensed/waivered/registered mental health professional as described in Title 9, C.C.R. Sections 1810.223 and 1810.254;

3. 0.34 FTE Program Manager who shall be a licensed/waivered/registered mental health professional as described in Title 9, C.C.R. 1810.223 and 1810.254;
4. 1.5 FTE Family Facilitator;
5. 0.50 FTE Lead Child and Family Specialist;
6. 0.50 FTE Lead Wraparound Program Liaison;
7. 0.50 FTE Lead Family Facilitator;
8. 1.25 FTE Parent Partner;
9. 0.50 FTE Administrative Assistant I/II;
10. 0.15 FTE Office Coordinator;
11. 0.075 FTE Regional Director of Community Services;
12. 0.075 FTE Assistant Director of Community Services who shall be a licensed/waivered/registered mental health professional as described in Title 9, C.C.R. 1810.223 and 1810.254; and

B. Program staff shall be licensed mental health professionals or waivered/registered professionals, as defined in Title 9 C.C.R. Sections 1810.223 and 1810.254.

1. Licensed mental health professionals under 9 C.C.R. 1810.223 means:
    i. Licensed physicians;
    ii. Licensed psychologists;
    iii. Licensed clinical social workers;
    iv. Licensed marriage and family therapists;
    v. Licensed psychiatric technicians;
    vi. Registered Nurses; and
    vii. Licensed Vocational Nurses.
2. Waivered/Registered Professionals under 9 C.C.R. 1810.254 means an individual who:
    i. Has a waiver of psychologist licensure issued by DHCS; or
    ii. Has registered with the corresponding state licensing authority for psychologists, marriage and family therapists, or clinical social workers to obtain supervised clinical hours for psychologist, marriage and family therapist, or clinical social worker licensure.
3. Graduate Student Interns/Trainees and Interns/Trainees. Graduate Student Interns/Trainees and Interns/Trainees.Contractor may utilize interns or trainees as staff to provide services but only as is consistent with any and all applicable laws, regulations, and policies, as may be amended, and under direct supervision as specified in *Behavioral Wellness Policy and Procedure #8.400*, *Clinical Supervision of Pre-Licensed Providers*.
4. Mental Health Rehabilitation Specialist (MHRS) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.

~~5.~~ Qualified Mental Health Worker (QMHW) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.

6. Mental Health Worker (MHW) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.

III. <u>Add Exhibit A-7 Statement of Work: MHS Suicide Prevention Services as follows</u>:

EXHIBIT A-7

STATEMENT OF WORK: MHS

SUICIDE PREVENTION SERVICES

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1. PROGRAM SUMMARY This is a MHSA Prevention and Early Intervention (PEI) funded program. This is a prevention program intended to address suicide prevention, increase protective factors, and decrease risk factors for junior high and high school students throughout Santa Barbara County. This program is intended to supplement the work of Casa Pacifica's Safe Alternatives for Treating Youth (SAFTY) Program by providing suicide prevention trainings to students across the county, and suicide risk assessment trainings to school staff and others who work with youth county-wide. Additionally, this program will provide outreach activities and information on mental health resources at schools and at school-related public events. This program will have a full time Bilingual outreach coordinator to provide outreach and information to the community and lead Suicide Prevention trainings for students. The program will also use Casa Pacifica staff trained in Clinical Suicide Risk Assessment and Commercial Sexual Exploitation of Children (CSEC) to lead the Clinical Suicide Risk Assessment and CSEC trainings for school staff and others who work with youth.

2. PROGRAM GOALS. Contractor shall:

A. Increase number of students that receive suicide prevention trainings.
B. Increase number of school staff and others who work with youth that receive Suicide Risk Assessment Training.
C. Increase awareness of suicide prevention and behavioral health resources available in the community for students and parents.

3. SERVICES. Contractor shall:

A. Provide a minimum of six (6) prevention activities/workshops on school campuses intended to provide behavioral health education to increase students' and families' knowledge of how and when to access behavioral health services at a minimum of six (6) community events;

B. Disseminate information at up to eighteen (18) tabling events to students and families at school-related events such as Parent Nights, Health Fairs, etc. about how to access behavioral health services;
C. Provide at least ten (10) Suicide Prevention Trainings to junior high and high school students. The trainings will be provided in classrooms on mental health and suicide awareness and prevention;

D. Lead at least four (4) presentations for students and families on behavioral health resources and recognizing early signs of mental illness at school-based events such as school assemblies and Parent Night; and

E. Provide up to twenty (20) Suicide Risk Assessment Training and/or Commercial Sexual Exploitation of Children Training: Provide up to 20 trainings on either Suicide Risk Assessment or Commercial Sexual Exploitation of Children to school staff and other professionals in the community such as medical personnel, law enforcement, social workers, etc. on how to identify and assess for risk in youth and know when to call a crisis line for immediate assessment and intervention.

4. STAFFING. Contractor shall adhere to the Program staffing requirements outlined below. Changes to these requirements do not require a formal amendment to this Agreement but shall be agreed to in writing by the Director of the Department of Behavioral Wellness or designee and shall not alter the Maximum Contract Amount.

A. 1.0 Full Time Equivalent (FTE) Spanish/English Bilingual Outreach Coordinator: The Bilingual Outreach Coordinator will provide at least six (6) prevention workshops/activities per year; host at least eighteen (18) tabling events per year; provide at least ten (10) Suicide Prevention Trainings for students; and host at least four (4) presentations for students and families annually. The coordinator works closely with the Mental Health Student Services Act program, other county providers, and school districts to provide educational opportunities to increase awareness of youth mental health and wellness needs.

B. Program staff that provide the Clinical Risk Assessment Training and Commercial Sexual Exploitation of Children trainings shall be licensed mental health professionals or waivered/registered professionals, as defined in Title 9 CCR Sections 1810.223 and 1810.254, respectively; licensed professional clinical counselors as defined in Business and Professions Code section 4999.12; or graduate student interns/trainees or interns/trainees, Mental Health Rehabilitation Specialists (MHRS), Qualified Mental Health Workers (QMHW), or Mental Health Workers (MHW) as specified below.

1. Licensed mental health professional under Title 9 CCR Section 1810.223 includes:

i. Licensed physicians;
ii. Licensed psychologists;
iii. Licensed clinical social workers;
iv. Licensed marriage and family therapists;
v. Licensed psychiatric technicians;
vi. Registered Nurses; and
vii. Licensed Vocational Nurses.

2. Waivered/Registered Professional under Title 9 CCR section 1810.254 means an individual who:

i. Has a waiver of psychologist licensure issued by DHCS; or

ii. Has registered with the corresponding state licensing authority for psychologists, marriage and family therapists, or clinical social workers to obtain supervised clinical hours for psychologist, marriage and family therapist, or clinical social worker licensure.

3. Licensed Professional Clinical Counselor (LPCC) under Business and Professions Code section 4999.12 means a person licensed under chapter 16 of the Business and Professions Code to practice professional clinical counseling, as defined in Business and Professions Code section 4999.20.
4. Mental Health Rehabilitation Specialist (MHRS) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.
5. Qualified Mental Health Worker (QMHW) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.
6. Mental Health Worker (MHW) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.

5. STAFF TRAINING.

A. Contractor shall ensure that staff complete BWell 5150/5585 training bi-annually.

6. CLIENTS/PROGRAM CAPACITY.

A. Contractor shall provide workshops/activities, tabling events, trainings, and presentations to Students, Parents, School Staff, and others who work with youth as defined in Section 3 (Services), subsection E.

7. DOCUMENTATION REQUIREMENTS.

A. Contractors receiving MHSA PEI funding shall track and report to County individual-level data by demographic category in accordance with the MHSA PEI Regulations, currently available at https://mhsoac.ca.gov/wp-content/uploads/PEI-Regulations_As_Of_July-2018.pdf. The specific data reporting requirements will be outlined in Exhibit E (Program Goals, Outcomes, and Measures).

8. PROGRAM OUTCOMES.

A. Contractor shall provide six (6) prevention activities/workshops for students on school campuses.

B. Staff will disseminate information to students and families at school events on how and when to access behavioral health services at up to eighteen (18) school events for students and families.

C. Staff will provide up to ten (10) Suicide Prevention trainings for students annually.

D. Staff will provide four (4) presentations for students and families on how to access behavioral health services and how to recognize early signs of mental illness at school events.

E. Staff will provide up to 20 Clinical Risk Assessment and/or Commercial Sexual Exploitation of Children training for school staff and other professionals in the community such as medical personnel, law enforcement, social workers, etc.

IV. Delete the header and introductory paragraph of Exhibit B Financial Provisions - MHS and replace them with the following:

EXHIBIT B – FY 2022-23
FINANCIAL PROVISIONS- MHS
Effective July 1, 2022 – June 30, 2023

(Applicable to programs described in Exhibits A2-A7)

With attached *Exhibit B-1* MHS (Schedule of Rates and Contract Maximum), and *Exhibit B-2* (Entity Budget by Program)

Notwithstanding any other provision of this Agreement, Contractor shall commence performance under this Exhibit B – FY 22-23 Financial Provisions – MHS on July 1, 2022, and end performance upon completion, but no later than June 30, 2023, unless otherwise directed by County or unless earlier terminated.

This Agreement provides for reimbursement for services up to the Maximum Contract Amount, reflected in Section II below and Exhibit B-1-MHS. For Medi-Cal and all other services provided under this Agreement, Contractor shall comply with all applicable requirements necessary for reimbursement in accordance with Welfare and Institutions Code (WIC) §§ 14705-14711, and other applicable Federal, State and local laws, regulations, rules, manuals, policies, guidelines and directives.

V. Delete Section II (Maximum Contract Amount) of Exhibit B Financial Provisions – MHS and replace it with the following:

II. MAXIMUM CONTRACT AMOUNT
The Maximum Contract Amount of this Agreement shall not exceed **$4,020,730** for FY 2022-23 and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-MH and subject to the provisions in Section I (Payment for Services) of this Exhibit B. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

VI. Add Exhibit B – FY 2023-24 Financial Provisions MHS as follows:

EXHIBIT B – FY 2023-24

FINANCIAL PROVISIONS- MHS

Effective July 1, 2023 – June 30, 2024

(Applicable to programs described in Exhibits A2-A7)

With attached *Exhibit B-1* MHS (Schedule of Rates and Contract Maximum), *Exhibit B-2* (Entity Budget by Program) and *Exhibit B-3* (Entity Rates and Codes by Service Type).

Notwithstanding any other provision of this Agreement, Contractor shall commence performance under this Exhibit B – FY 2023-24 Financial Provisions – MHS on July 1, 2023, and end performance upon completion, but no later than June 30, 2024, unless otherwise directed by County or unless earlier terminated.

This Agreement provides for reimbursement for services up to the Maximum Contract Amount, reflected in Section II below and Exhibit B-1-MHS. For Medi-Cal and all other services provided

under this Agreement, Contractor shall comply with all applicable requirements necessary for reimbursement in accordance with Welfare and Institutions Code (WIC) §§ 14705-14711, and other applicable Federal, State, and local laws, regulations, rules, manuals, policies, guidelines and directives.

I. PAYMENT FOR SERVICES.

A. Performance of Services.

1. Medi-Cal Programs. For Medi-Cal specialty mental health programs, the County reimburses all eligible providers on a fee-for-service basis pursuant to a fee schedule. Eligible providers claim reimbursement for services using appropriate Current Procedural Terminology (CPT®) or Healthcare Common Procedure Coding System (HCPCS) codes. Exhibit B-3 MHS contains a rate for each Eligible Practitioner or Service Type and the relevant CPT®/HCPCS code.

2. Non-Medi-Cal Programs. For Non-Medi-Cal programs and costs, Contractor shall be compensated on a cost reimbursement basis, subject to the limitations described in this Agreement and all exhibits hereto, for deliverables as established in the Exhibit B(s) based on satisfactory performance of the services described in Exhibit A(s).

B. Medi-Cal Billable Services. The services provided by Contractor as described in Exhibit A(s) that are covered by the Medi-Cal program will be paid based on the satisfactory performance of services and the fee schedule(s) as incorporated in Exhibit B-1 MHS of this Agreement.

C. Non-Medi-Cal Billable Services. County recognizes that some of the services provided by Contractor's Program(s), described in the Exhibit A(s), may not be reimbursable by Medi-Cal or may be delivered to ineligible clients. Such services may be reimbursed by other County, State, and Federal funds to the extent specified in Exhibit B-1-MHS and pursuant to Section I.E (Funding Sources) of this Exhibit B MHS. Funds for these services are included within the Maximum Contract Amount.

Specialty mental health services delivered to Non-Medi-Cal clients will be reimbursed at the same fee-for-service rates in the Exhibit B-3 MHS as for Medi-Cal clients, subject to the maximum amount specified in the Exhibit B-1 MHS. Due to the timing of claiming, payment for Non-Medi-Cal client services will not occur until fiscal year end after all claims have been submitted to DHCS and the ineligible claims are identifiable.

When the entire program is not billable to Medi-Cal (i.e. Non-Medi-Cal Program), reimbursement will be on cost reimbursement basis subject to other limitations as established in Exhibit A(s) and B(s).

D. Limitations on Use of Funds Received Pursuant to this Agreement. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A(s) to this Agreement. For Contractor Programs that are funded with Federal funds other than fee-for-service Medi-Cal, expenses shall comply with the requirements established in OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and all other applicable regulations. Violation of this provision or use of County funds for purposes other than those described in the Exhibit A(s) shall constitute a material breach of this Agreement.

E. Funding Sources. The Behavioral Wellness Director or designee may reallocate between funding sources with discretion, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. Reallocation of funding sources does not alter the Maximum

Contract Amount and does not require an amendment to this Agreement.

F. Beneficiary Liability for Payment.

1. Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this Agreement, except to collect other health insurance coverage, share of cost, and co-payments. (Cal. Code Regs., tit. 9, § 1810.365 (a).)
2. Contractor shall not hold beneficiaries liable for debts in the event that County becomes insolvent; for costs of covered services for which the State does not pay County; for costs of covered services for which the State or County does not pay to Contractor; for costs of covered services provided under a contract, referral or other arrangement rather than from the County; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary. (42 C.F.R. § 438.106 and Cal. Code Regs. tit 9, § 1810.365(c).)
3. Contractor shall not bill beneficiaries, for covered services, any amount greater than would be owed if the Contractor provided the services directly. (42 C.F.R. § 483.106(c).)

G. DHCS assumes no responsibility for the payment to Contractor for services used in the performance of this Agreement. County accepts sole responsibility for the payment of Contractors in the performance of this Agreement per the terms of this Agreement.

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **$4,709,883**, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1–MHS and subject to the provisions in Section I (Payment for Services). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

III. OPERATING BUDGET AND FEE FOR SERVICE RATES

A. Fee-For-Service Rates. For Medi-Cal services, County agrees to reimburse Contractor at a Negotiated Fee-For-Service rate (the "Negotiated Fee") during the term of this Agreement as specified in the Exhibit B-3 MHS. Specialty mental health services provided to Non-Medi-Cal clients will be paid at the same rates, subject to the maximum amount specified in the Exhibit B-1 MHS.

Notwithstanding the foregoing, and at any time during the term of the Agreement, the Director of the Department of Behavioral Wellness or designee, in his or her sole discretion, may incorporate new codes and make fee-for-service rate changes to Exhibit B-3 MHS issued by the California Department of Health Care Services and may make rate changes to Exhibit B-3 MHS for County's operational reasons. Additionally, the Behavioral Wellness Director or designee, in his or her sole discretion, may make rate changes to or otherwise update Exhibit B-3 MHS for multi-year contracts annually. Any changes to Exhibit B-3 MHS shall not alter the Maximum Contract Amount and shall not require an amendment to this Agreement but shall be in writing.

B. Operating Budget. For Non Medi-Cal Programs, Contractor shall provide County with an Operating Budget on a format acceptable to, or provided by County, based on costs of net of revenues as described in this Exhibit B-MHS, Section VI (Accounting for Revenues). The approved Operating Budget shall be attached to this Agreement as Exhibit B-2. County may disallow any expenses in excess of the adopted operating

budget. Contractor shall request, in advance, approval from County for any budgetary changes. Indirect costs are limited to 15% of direct costs for each program and must be allocated in accordance with a cost allocation plan that adheres with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

IV. CLIENT FLEXIBLE SUPPORT FUNDS.

For Medi-Cal FSP programs, Contractor will receive a funding allocation to provide clients with flexible support for costs including but not limited to housing, items necessary for daily living, and therapeutical support. Contractor shall abide by requirements in the Behavioral Wellness Policy and Procedure #19.007 for client flexible support costs. Contractor shall maintain documentation to support client flexible support costs and submit financial statements to County monthly in accordance with Exhibit B MHS, Section VIII.B (Monthly Financial Statements) below.

V. QUALITY ASSURANCE (QA) / UTILIZATION MANAGEMENT (UM) INCENTIVE PAYMENT.

A. For Medi-Cal Programs, County will provide Contractor with an incentive payment at fiscal year-end should the following deliverables be achieved. The incentive payment will be equal to 4% of total approved Medi-Cal claims (2% Quality Assurance and 2% Utilization Management) and will be payable upon proof of completion of deliverables and conclusion of regular Medi-Cal claiming for the fiscal period. The incentive payment will not be applied to unclaimed and/or denied services. Documentation must be maintained to substantiate completion of the deliverables.

1. QA deliverables include:
    i. Contractor shall hire or designate existing staff to implement quality assurance type activities. The designated QA staff member shall be communicated to the County.
    ii. Contractor shall provide a monthly report to QCM consisting of documentation reviews performed, associated findings, and corrective action. The QA reports shall be received by County no later than 30 calendar days following the end of the month being reported.
    iii. Contractor QA staff shall attend bi-monthly County Quality Improvement Committee (QIC) meetings. Attendance to be monitored via sign-in sheets.
2. UM deliverables include:
    i. Contractor shall hire or utilize existing staff to implement utilization management type activities. The designated UM staff member shall be communicated to the County.
    ii. For programs with practitioner billing, Contractor shall implement procedures to monitor productivity including the submission of monthly reports on productivity for each direct service staff member (direct billed hours to total paid hours). Total paid hours is equal to 2,080 per full time equivalent (FTE) position and should be adjusted for part time employment. Reports will be due within 30 calendar days following the end of the reporting month.
    iii. For 24-hour programs, Contractor shall implement procedures to monitor bed occupancy, including the submission of monthly reports on bed vacancies and reasons for vacancies. Reports should detail the dates of client discharges and

notifications provided to the County. Reports will be due within 30 calendar days following the end of the reporting month.

3. The Behavioral Wellness Director or designee may reallocate between the contract allocations on the Exhibit B-1 MHS at his/her discretion to increase or decrease the incentive payment. Reallocation of the contract allocations does not alter the Maximum Contract Amount and does not require an amendment to this Agreement.

VI. ACCOUNTING FOR REVENUES.

A. Accounting for Revenues. Contractor shall comply with all County, State, and Federal requirements and procedures, including, but not limited to, those described in California Welfare and Institutions Code (WIC) Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP), (2) the eligibility of patients/clients for Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. For Non-Medi-Cal programs, grants, and any other revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor shall also be accounted for in the Operating Budget.

B. Internal Procedures. Contractor shall maintain internal financial controls which adequately ensure proper billing and collection procedures. Contractor shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort. All fees paid by or on behalf of patients/clients receiving services under this Agreement shall be utilized by Contractor only for the delivery of service units specified in the Exhibit A(s) to this Agreement.

VII. REALLOCATION OF PROGRAM FUNDING.

Funding is limited by program to the amount specified in Exhibit B-1-MHS. Contractor cannot move funding between programs without explicit approval by Behavioral Wellness Director or designee. Contractor shall make written application to Behavioral Wellness Director or designee, in advance and no later than April 1 of each Fiscal Year, to reallocate funds as outlined in Exhibit B-1-MHS between programs, for the purpose of meeting specific program needs or for providing continuity of care to its clients. Contractor's application shall include a narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining impact of the reallocation as may be applicable to future years. The Behavioral Wellness Director's or designee decision of whether to allow the reallocation of funds shall be in writing to Contractor prior to implementation by Contractor. The Behavioral Wellness Director or designee also reserves the right to reallocate between programs in the year end settlement and will notify Contractor of any reallocation during the settlement process.

VIII. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

A. Submission of Claims and Invoices.

1. **Submission of Claims for Medi-Cal Services**. Services are to be entered into SmartCare based on timeframes prescribed in the Behavioral Wellness Clinical Documentation Manual. Late service data and claims may only be submitted in accordance with State and federal regulations. Behavioral Wellness shall provide

to Contractor a report that: i) summarizes the Medi-Cal services approved to be claimed for the month, multiplied by the negotiated fee in effect at the time of service, ii) states the amount owed by County, and iii) includes the Agreement number.

Contractor agrees that it shall be solely liable and responsible for all data and information submitted to the County and submitted by the County to the State on behalf of Contractor.

If any services in the monthly Medi-Cal claim for the Contractor are denied by DHCS, then these will be deducted from the subsequent monthly claim at the same value for which they were originally claimed.

County shall make payment for approved Medi-Cal claims within thirty (30) calendar days of the generation of said claim(s) by County subject to the contractual limitations set forth in this Agreement and all exhibits hereto.

2. Submission of Claims for Medicare Services

i. **Provider Enrollment.** Contractors that provide service to clients that are eligible for both Medicare and Medi-Cal (AKA Medi-Medi) shall have Medicare eligible practitioner types enrolled in the Medicare program. The following are Medicare eligible licensed practitioners that provide service to County programs in this Agreement and must be enrolled in the Medicare program: Marriage and Family Therapist, Clinical Psychologist, Clinical Social Worker, Professional Clinical Counselor, Nurse Practitioner, Physician Assistant, and Medical Doctor. If any of the Contractor's eligible licensed practitioners have submitted a Medicare "Opt-Out" affidavit and are therefore opted-out of Medicare, these practitioner's services cannot be billed to Medicare and are not billable to Medi-Cal. *Opted-Out Medicare eligible practitioners are therefore ineligible service providers for Medi-Medi clients.*

ii. **Client Medicare Eligibility.** Contractor is responsible for identifying Medicare as a payor in the SmartCare EHR system. County only assumes financial responsibility for clients that are dual eligible for Medicare and Medi-Cal. Services provided to clients who have only Medicare, but not Medi-Cal are not eligible for reimbursement under this agreement.

iii. **Claims Adjudication.** For Medi-Medi client services, Contractor has the option to claim services to the Medicare fiscal intermediary directly or have the County process dual eligible claims on their behalf. If Contactor chooses to bill Medicare directly, Contractor is solely responsible to ensure proper Medicare registration and maintenance of such. Contractor shall notify Behavioral Wellness Fiscal of their selection. If the Contractor opts to bill the Medicare fiscal intermediary directly then they shall provide the County with Medicare claim(s) adjudication data which would allow the County to submit a crossover claim to the State Department of Health Care Services for the Medi-Cal adjudication and payment.

iv. **Submission of Claims for Medicare Services.** For Medi-Medi client services, services are to be entered into the SmartCare EHR system based on timeframes prescribed in the Behavioral Wellness Clinical Documentation Manual. Late service data and claims may only be submitted in accordance with State and federal regulations. Contractor agrees that it shall be solely liable and

responsible for all data and information submitted to the County and submitted by the County to the State on behalf of Contractor.

v. **Claims Processing and Payment.** Services provided to clients who are eligible for Medicare and Medi-Cal (Medi-Medi) will be claimed based on the guidelines outlined in the DHCS Billing Manual and Centers for Medicare & Medicaid Services (CMS) guidance. Contractor will be reimbursed for dual eligible clients at the Medi-Cal fee-for-service rates in the Exhibit B-3 consistent with the payment terms for Medi-Cal approved services. The Medicare payment received by the County will be reported to DHCS within the subsequent Medi-Cal claim, thereby reducing the charge to Medi-Cal by the paid Medicare amount. County will issue a single payment for the service, at the fee-for-service rate in Exhibit B-3. Alternatively, if Contractor bills Medicare directly, then the Medicare payment received by the contactor must be offset from the fee-for-service rates paid by the County or remitted to the County. Services for clients with Medicare coverage only (not Medi-Medi) will not be entered into entered into SmartCare EHR, nor processed or paid by County. The fee schedule in Exhibit B-3 is therefore not applicable for Medicare only clients. The Contractor is therefore solely responsible to follow all CMS regulations and provisions that govern Medicare beneficiary deductibles, co-pays and payments for services

3. **Submission of Claims for Non Medi-Cal Programs**. Contractor shall submit a written invoice within 15 calendar days of the end of the month in which non-Medi-Cal services are delivered that: i) depicts the actual costs of providing the services less any applicable revenues, ii) states the amount owed by County, and iii) includes the Agreement number and signature of Contractor's authorized representative. Invoices shall be delivered to the designated representative or address described in Section VIII.A.1 (Submission of Claims for Medi-Cal Services) of this Exhibit B MHS. Actual cost is the actual amount paid or incurred, including direct labor and costs supported by financial statements, time records, invoices, and receipts.

4. **Timing of Payment**. The Program Contract Maximums specified in Exhibit B-1-MHS and this Exhibit B MHS are intended to cover services during the entire term of the Agreement, unless otherwise specified in the Exhibit A(s) to this Agreement (such as time-limited or services tied to the school year). Under no circumstances shall Contractor cease services prior to June 30 due to an accelerated draw down of funds earlier in the Fiscal Year. Failure to provide services during the entire term of the Agreement may be considered a breach of contract and subject to the Termination provisions specified in the Agreement.

The Behavioral Wellness Director or designee shall review the monthly claim(s) and invoices to confirm accuracy of the data submitted. County shall make payment for approved Medi-Cal claims within thirty (30) calendar days of the generation of said claim(s) by County subject to the contractual limitations set forth in this Agreement and all exhibits hereto. Non-Medi-Cal programs will be paid within 30 days of the receipt of a complete invoice and all requested supporting documentation.

B. Monthly Financial Statements. For Non-Medi-Cal programs and costs, within 15 calendar days of the end of the month in which services are delivered, Contractor shall submit monthly financial statements reflecting the previous month's and cumulative year to date direct and indirect costs and other applicable revenues for Contractor's programs described in the Exhibit A(s).

C. **Withholding of Payment for Non-submission of Service Data and Other Information.** If any required service data, invoice, financial statement or report is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Behavioral Wellness Director or designee. Behavioral Wellness Director or designee shall review such submitted service data within sixty (60) calendar days of receipt.

D. **Withholding of Payment for Unsatisfactory Clinical Documentation.** Behavioral Wellness Director or designee shall have the option to deny payment for services when documentation of clinical services does not meet minimum Federal, State, and County written standards. County may also deny payment for services that are provided without a current client service plan when applicable authorities require a plan to be in place.

E. **Claims Submission Restrictions.**

1. 12-Month Billing Limit. Unless otherwise determined by State or federal regulations (e.g. Medi-Medi cross-over), all original (or initial) claims for eligible individual persons under this Agreement must be received by County within 12 months from the month of service to avoid denial for late billing.

2. No Payment for Services Provided Following Expiration/ Termination of Agreement. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

F. **Claims Certification and Program Integrity.** Contractor shall certify that all services entered by Contractor into County's EHR for any payor sources covered by this Agreement are true and accurate to the best of Contractor's knowledge.

G. **Overpayments.** If the Contractor discovers an overpayment, Contractor must notify the County in writing of the reason for the overpayment. Any overpayments of contractual amounts must be returned via direct payment within 30 calendar days to the County after the date on which the overpayment was identified. County may withhold amounts from future payments due to Contractor under this Agreement or any subsequent agreement if Contractor fails to make direct payment within the required timeframe.

IX. CONTINGENCY PAYMENT PROVISIONS

A. Contingency Invoicing Plan (CIP)

If the SmartCare EHR system causes delays or challenges to the extent that services cannot be claimed (and paid to the provider) within 45 days of the service month-end, the County will activate the Contingency Invoicing Plan (CIP) outlined below:

1. **Notification and Submission**. Within 4 calendar days of determining that claiming will be delayed beyond the standard claiming window, the County will initiate the CIP and request the Contractor to electronically submit financial statements to FinanceCBO@sbcbwell.org.

2. **Review and Payment**. Upon receiving the financial statements, the County will review them. If found satisfactory, payment to the Contractor will be issued within 15 days. The payment will be calculated based on the lower of actual costs less applicable revenues or 1/12th of the Maximum Contract Allocation for Medi-Cal Patient Revenue on a cumulative year-to-date basis. If payment is based on actual costs, it will be further limited by the Medi-Cal penetration rate in the contract.
3. **Resolution and Adjustment**. If the EHR delays or challenges are resolved during the invoice processing period, payment will be based on the services claimed in the system instead of the CIP protocol. Any payments made under the CIP will be reconciled back to actual claimed services once the system claiming functionality is fully validated, and claiming issues are resolved.
4. **Monthly Determination**. The decision on whether to use the CIP will be made on a monthly basis, considering the prevailing circumstances.

B. Contingency Settlement

For FY 23-24 only, given the delays in SmartCare EHR system claiming and reporting, the Director and/or designee may choose to reimburse Contractor on a cost reimbursement basis for Medi-Cal fee-for-service programs. This would be executed through a contingency settlement, subject to the program and total contract maximums outlined in Exhibit B-1, and net of any revenues collected by the Contractor.

1. **Process.**

i. The Contractor shall notify the County within 60 days of fiscal year end that it has opted to be evaluated for a contingency settlement. By opting for the contingency settlement, Contractor must submit final fiscal year financial statements for the specified Medi-Cal programs that meet the guidelines identified in Section 4 below.

ii. The results of opting-in to this contingency settlement will be that following year end, the County will evaluate total Contractor financial statement costs (limited to contract max by program), and compare that to the total value of billed services under the fee-for-service provision. If the review determines that overall payment plus any incentives for which the Contractor qualifies for are lower than the actual allowed cost, County will enact an entity level contingency settlement that reimburses the Contractor up to the full cost of contracted Medi-Cal programs.

iii. If the contingency settlement is enacted and provider is reimbursed based on actual costs, incentive payments will not be issued, as any costs incurred in establishing these QA/UM activities will be allowed and reimbursed up to the amounts allowed per program in the current Exhibit B-1.

2. **Applicability.** In the case of a contingency settlement, the cost reimbursement methodology will be applied to all Medi-Cal fee-for-service programs covered by the contract.

3. **Funding.** As part of the contingency settlement process, the Director may reallocate between contract allocations specified in Exhibit B-1. Reallocation of contract allocations does not require an amendment to the contract.

4. **Financial Statements**. Contractor shall submit financial statements to substantiate costs incurred, along with any other requested documentation by the County to validate

costs. Costs must be directly associated with the contracted program and/or reasonably allocable to the program, with indirect costs limited to 15% of direct costs. Adherence to federal cost principles outlined in 2 CFR 200 OMB Uniform Guidance is also required. Costs in excess of the 15% indirect rate or unallowable per 2 CFR 200 will not be reimbursed as part of the contingency settlement.

5. **Payment Terms.** County will issue payment for the settlement within 60 days from receipt of financial statements and any other documentation requested to substantiate program costs.

X. REPORTS.

A. Audited Financial Reports. Contractor is required to obtain an annual financial statement audit and submit to County a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by Contractor.

B. Single Audit Report. If Contractor is required to perform a single audit and/or program specific audit, per the requirements of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards, Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt.

XI. AUDITS AND AUDIT APPEALS.

A. Audit by Responsible Auditing Party. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and Federal law including but not limited to WIC Section 14170 et seq., authorized representatives from the County, State, or Federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the mental health services/activities provided under this Agreement.

B. Settlement. Settlement of the audit findings will be conducted according to the Responsible Auditing Party's procedures in place. In the case of a State Medi-Cal audit, the State and County will perform a post-audit Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County. If an audit adjustment is appealed then the County may, at its own discretion, notify Contractor but stay collection of amounts due until resolution of the State administrative appeals process.

C. Invoice for Amounts Due. County shall issue an invoice to Contractor for any amount due to the County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice.

D. Appeal. Contractor may appeal any such audit findings in accordance with the audit appeal process established by the Responsible Auditing Party performing the audit.

VIII. Delete Exhibit B-1 – MHS: Schedule of Rates and Contract Maximum in its entirety and replace it with the following:

EXHIBIT B-1 MH
DEPARTMENT OF BEHAVIORAL WELLNESS
SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME: Casa Pacifica **FISCAL YEAR:** 2022-2023

Contracted Services(1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	FY 22-23 County Maximum Allowable Rate (4)
Medi-Cal Billable Services	Outpatient Services	15	Targeted Case Management	Minutes	01	$2.69
			Intensive Care Coordination	Minutes	07	$2.69
			Collateral	Minutes	10	$3.47
			*MHS- Assessment	Minutes	30	$3.47
			MHS - Plan Development	Minutes	31	$3.47
			*MHS- Therapy (Family, Individual)	Minutes	11, 40	$3.47
			MHS - Rehab (Family, Individual, Group)	Minutes	12, 41, 51	$3.47
			MHS - IHBS	Minutes	57	$3.47
			MHS - TBS	Minutes	58	$3.47
			Medication Support and Training	Minutes	62	$6.42
			Crisis Intervention	Minutes	70	$5.17

	PROGRAMS					
	Therapeutic Behavioral Services	Wraparound	SAFTY	Short Term Residential Therapeutic Program (STRTP)	Family Urgent Response System (FURS)	TOTAL
GROSS COST:	$ 1,883,280	$ 850,900	$ 1,240,835	$ 25,000	$ 41,430	$ 4,041,445
LESS REVENUES COLLECTED BY CONTRACTOR:						
PATIENT FEES						$ -
CONTRIBUTIONS						$ -
OTHER (LIST): DSS					$ 20,715	$ 20,715
OTHER (LIST):						$ -
TOTAL CONTRACTOR REVENUES	$ -	$ -	$ -			$ -
MAXIMUM CONTRACT AMOUNT PAYABLE:	**$ 1,883,280**	**$ 850,900**	**$ 1,240,835**	**$ 25,000**	**$ 20,715**	**$ 4,020,730**
SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)						
MEDI-CAL (3)	$ 1,789,116	$ 808,355	$ 943,035	$ 23,750	$ 20,715	$ 3,584,971
NON-MEDI-CAL						$ -
SUBSIDY	$ 94,164		$ 297,800	$ 1,250		$ 393,214
OTHER (LIST): DSS		$ 42,545				$ 42,545
TOTAL CONTRACT AMOUNT PAYABLE:	**$ 1,883,280**	**$ 850,900**	**$ 1,240,835**	**$ 25,000**	**$ 20,715**	**$ 4,020,730**

CONTRACTOR SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

(1) Additional services may be provided if authorized by the Director of the Department of Behavioral Wellness or designee. The authorization of additional services does not alter the Maximum Contract Amount and does not require an amendment to this Agreement.

(2) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

(3) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental and SB 163.

(4) Director or designee may increase the CMA based on operating needs. Modifications to the CMA do not alter the Maximum Contract Amount and do not require an amendment to the contract.

* MHS Assessment and MHS Therapy services may only be provided by licensed, registered or waivered Mental Health clinicians, or graduate student interns under direct supervision of a licensed, registered or waivered Mental Health clinician. Interns/Trainees who have graduated and are in the 90-day period prior to obtaining their associate number are eligible to provide assessment and therapy services if a Livescan is provided by the Contractor for the Intern/Trainee.

IX. Add Exhibit B-1 – MH Schedule of Rates and Contract Maximum as follows:

EXHIBIT B-1 MH
DEPARTMENT OF BEHAVIORAL WELLNESS
SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME: Casa Pacifica **FISCAL YEAR:** 2023-2024

Contracted Service	Service Type	Provider Group	Practitioner Type (6)	Full Time Equivalent Staffing	Hourly Rate (Avg. Direct Bill rate)	Medi-Cal Target Hours	Medi-Cal Contract Allocation
Medi-Cal Billable Services	Outpatient Services Fee-For-Service	Behavioral Health Provider	Psychologist/ Pre-licensed Psychologist	0.00	$338.45	14	$4,738
			LPHA / Assoc. LPHA	9.63	$230.51	6,726	$1,550,415
			Certified Peer Recovery Specialist	0.00	$182.95	0	$0
			Rehabilitation Specialists & Other Qualified Providers	20.75	$173.80	14,492	$2,518,677
				30.38		**21,232**	**$4,073,830**

Contracted Service	Service Type	Program(s)	Reimbursement Method	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Outpatient Non-Medi-Cal Services (1)	2% of Medi-Cal for TBS, SAFTY, FURS	Fee-For-Service	$65,100
	Outpatient Non-Medi-Cal Services (1)	Wraparound	Fee-For-Service (Paid by DSS)	$35,000
	Operating Subsidy (5)	SAFTY	Cost Reimbursement	$250,000
	Quality Assurance & Utilization Management (2)	Medi-Cal Programs at 4% (2% QA; 2% UM)	Incentive	$162,953
	Prevention	Suicide Prevention Program	Cost Reimbursement	$123,000
				$636,053

Total Contract Maximum **$4,709,883**

Contract Maximum by Program & Estimated Funding Sources							
	PROGRAM(S)						Total
Funding Sources (3)	Therapeutic Behavioral Services (TBS)	Wraparound	SAFTY	Family Urgent Response System (FURS)	Suicide Prevention for Youth		
Medi-Cal Patient Revenue (4)	$ 2,200,863	$ 818,870	$ 1,053,657	$ 439	$ -		$ 4,073,830
Realignment QA / UM Incentive	$ 88,035	$ -	$ -	$ -	$ -		$ 88,035
Realignment Non-Medi-Cal Services	$ 44,017	$ -	$ -	$ -	$ -		$ 44,017
MHSA QA / UM Incentive	$ -	$ 32,755	$ 42,147	$ 18	$ -		$ 74,919
MHSA Subsidy (5)	$ -	$ -	$ 250,000	$ -	$ -		$ 250,000
MHSA Non-Medi-Cal Program	$ -	$ -	$ -	$ -	$ 123,000		$ 123,000
Social Services Non-Medi-Cal Services	$ -	$ 35,000	$ -	$ -	$ -		$ 35,000
MHSA Non-Medi-Cal Services	$ -	$ -	$ 21,073	$ 9	$ -		$ 21,082
TOTAL CONTRACT PAYABLE PER F	**$ 2,332,915**	**$ 886,625**	**$ 1,366,877**	**$ 466**	**$ 123,000**	**$ -**	**$ 4,709,883**

CONTRACTOR SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

(1) Outpatient Non-Medi-Cal service allocation is intended to cover services provided to Non-Medi-Cal client services at the same Fee-For-Services rates as noted for Medi-Cal clients.

(2) Quality Assurance and Utilization Management incentive payment requires the implementation of specific deliverables. If deliverables are not met then contractor is not eligible for incentive payment. Refer to Exhibit B, Section V of the agreement for required deliverables.

(3) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

(4) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental Funds and SB 163.

(5) County will provide contractor with an operating subsidy for the SAFTY line should fee-for-service revenue not be sufficient to cover operating costs. Provider to submit financial statements to substantiate costs.

(6) Refer to taxonomy codes in Exhibit B-3 for billable practitioner types within each provider group.

X. **Delete the header of Exhibit B-2 Entity Budget by Program and replace it with the following:**
EXHIBIT B-2 Entity Budget By Program Casa Pacifica Centers for Children and Families County Fiscal Year: July 1, 2022 – June 30, 2023

XI. Add Exhibit B-2 - Entity Budget by Program Casa Pacifica Center for Children and Families County Fiscal Year July 1, 2023 - June 20, 2024 as follows:

EXHIBIT B – 2
ENTITY BUDGET BY PROGRAM
Santa Barbara County Department of Behavioral Wellness Contract Budget

AGENCY NAME: Casa Pacifica Centers for Children and Families
COUNTY FISCAL YEAR: FY 23-24

LINE #	COLUMN #	1	2	3
		I. REVENUE SOURCES:	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Suicide Prevention for Youth
1		Contributions	$ -	
2		Foundations/Trusts	$ -	
3		Miscellaneous Revenue	$ -	
4		Behavioral Wellness Funding	$ 123,000	$ 123,000
5		Other Government Funding	$ -	
6		DSS SB	$ -	
7		Total Other Revenue	$ 123,000	$ 123,000
		II. Client and Third Party Revenues:		
8		Client Fees	-	
9		SSI	-	
10		Total Client and Third Party Revenues	$ -	$ -
11		GROSS PROGRAM REVENUE BUDGET	$ 123,000	$ 123,000

	III. DIRECT COSTS	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Suicide Prevention for Youth
	III.A. Salaries and Benefits Object Level		
12	Salaries & Benefits	$ 112,000	$ 112,000
13	Salaries and Benefits Subtotal	$ 112,000	$ 112,000
	III.B Services and Supplies Object Level		
14	Clinical Risk Assessment Trainings- Up to 20 at $550 each; Commercial Sexual Exploitation of Children trainings at $200 each	$ 11,000	$ 11,000
15	Services and Supplies Subtotal	$ 11,000	$ 11,000
	III.C. Client Expense Object Level Total (Not	$ -	$ -
16		$ -	
17	SUBTOTAL DIRECT COSTS	$ 123,000	$ 123,000
	IV. INDIRECT COSTS		
18	Administrative Indirect Costs (Reimbursement limited to 15%)	$ -	$ -
19	GROSS DIRECT AND INDIRECT COSTS	$ 123,000	$ 123,000

XII. Add Exhibit B-3 for FY 2023-24 Entity Rates and Codes by Service Type as follows:

EXHIBIT B-3 for FY 23-24
ENTITY RATES AND CODES BY SERVICE TYPE
CASA PACIFICA: BEHAVIORAL HEALTH PROVIDER FEES
Effective July 1, 2023 – June 30, 2024

Behavioral Health Provider Fees

	Code	Code Description	Code Type	Time Associated with Code (Mins) for Purposes of Rate	Psychologist/ Pre-licensed Psychologist	LPHA & LCSW	MHRS & Other Designated	Peer Recovery Specialist
1	90785	Interactive Complexity	Supplemental Service Codes	Occurrence	$8.00	$8.00	$8.00	$8.00
2	90791	Psychiatric Diagnostic Evaluation, 15 Minutes	Assessment Codes	15	$84.61	$57.63		
3	90832	Psychotherapy, 30 Minutes with Patient	Therapy Codes	27	$152.30	$103.73		
4	90834	Psychotherapy, 45 Minutes with Patient	Therapy Codes	45	$253.84	$172.88		
5	90837	Psychotherapy, 60 Minutes with Patient	Therapy Codes	60	$338.45	$230.51		
6	90839	Psychotherapy for Crisis, First 30-74 Minutes 84	Crisis Intervention Codes	52	$293.32	$199.78		
7	90840	Psychotherapy for Crisis, Each Additional 30 Minutes	Crisis Intervention Codes	30	$169.22	$115.26		
8	90845	Psychoanalysis, 15 Minutes	Therapy Codes	15	$84.61	$57.63		
9	90847	Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	Therapy Codes	50	$282.04	$192.09		
10	90849	Multiple-Family Group Psychotherapy, 15 Minutes	Therapy Codes	15	$84.61	$57.63		
11	90853	Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	Therapy Codes	15	$84.61	$57.63		
12	90885	Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	Assessment Codes	15	$84.61	$57.63		
13	90887	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Supplemental Service Codes	15	$84.61	$57.63		
14	96105	Assessment of Aphasia, per Hour	Assessment Codes	60	$338.45			
15	96110	Developmental Screening, 15 Minutes	Assessment Codes	15	$84.61	$57.63		
16	96112	Developmental Testing, First Hour	Assessment Codes	60	$338.45			
17	96113	Developmental Testing, Each Additional 30 Minutes	Assessment Codes	30	$169.22			
18	96116	Neurobehavioral Status Exam, First Hour	Assessment Codes	60	$338.45	$230.51		
19	96121	Neurobehavioral Status Exam, Each Additional Hour	Assessment Codes	60	$338.45	$230.51		
20	96125	Standardized Cognitive Performance Testing, per Hour	Assessment Codes	60	$338.45			
21	96127	Brief Emotional/Behavioral Assessment, 15 Minutes	Assessment Codes	15	$84.61	$57.63		
22	96130	Psychological Testing Evaluation, First Hour	Assessment Codes	60	$338.45			
23	96131	Psychological Testing Evaluation, Each Additional Hour	Assessment Codes	60	$338.45			
24	96132	Neuropsychological Testing Evaluation, First Hour	Assessment Codes	60	$338.45			
25	96133	Neuropsychological Testing Evaluation, Each Additional Hour	Assessment Codes	60	$338.45			
26	96136	Psychological or Neuropsychological Test Administration, First 30 Minutes	Assessment Codes	30	$169.22			
27	96137	Psychological or Neuropsychological Test Administration, Each Additional 30 Minutes	Assessment Codes	30	$169.22			
28	96146	Psychological or Neuropsychological Test Administration, 15 Minutes	Assessment Codes	15	$84.61			
29	96161	Caregiver Assessment Administratio n of Care- Giver Focused Risk Assessment, 15 Minutes	Supplemental Service Codes	15	$84.61	$57.63		
30	98966	Telephone Assessment and Management Service, 5-10 Minutes	Assessment Codes	8	$45.13	$30.73		
31	98967	Telephone Assessment and Management Service, 11-20 Minutes	Assessment Codes	16	$90.25	$61.47		
32	98968	Telephone Assessment and Management Service, 21-30 Minutes	Assessment Codes	26	$146.66	$99.89		
33	99366	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	Plan Development Codes	60	$338.45	$230.51		
34	99368	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Patient and/or Family Not Present. 30 Minutes or More	Plan Development Codes	60	$338.45	$230.51		
35	99484	Care Management Services for Behavioral Health Conditions, Directed by Physician. At Least 20 Minutes	Plan Development Codes	60	$338.45	$230.51		
36	G2212	Prolonged Outpatient Service beyond the Maximum Time; Each Additional 15 Minutes (automatically added by SmartCare as appropriate)	Add-on Code	15	$84.61	$57.63		
37	H0025	Behavioral health prevention education service (delivery of services with target population to affect knowledge, attitude and/or behavior)	Peer Support Services Codes	15				$45.74
38	H0031	Mental Health Assessment by Non- Physician, 15 Minutes	Assessment Codes	15	$84.61	$57.63	$43.45	$45.74
39	H0032	Mental Health Service Plan Developed by Non-Physician, 15 Minutes	Plan Development Codes	15	$84.61	$57.63	$43.45	$45.74
40	H0033	Oral Medication Administration, Direct Observation, 15 Minutes	Medication Support Codes	15	$84.61	$57.63	$43.45	$45.74
41	H0038	Self-help/peer services per 15 minutes	Peer Support Services Codes	15				$45.74
42	H2000	Comprehensive Multidisciplinary Evaluation, 15 Minutes	Assessment Codes	15	$84.61	$57.63	$43.45	$45.74
43	H2011	Crisis Intervention Service, per 15 Minutes	Crisis Intervention Codes	15	$84.61	$57.63	$43.45	$45.74
44	H2017	Psychosocial Rehabilitation, per 15 Minutes	Rehabilitation Codes	15	$84.61	$57.63	$43.45	$45.74
45	H2019	Therapeutic Behavioral Services, per 15 Minutes	Therapeutic Behavioral Services	15	$84.61	$57.63	$43.45	$45.74
46	H2021	Community-Based Wrap-Around Services, per 15 Minutes 129	Rehabilitation Codes	15	$84.61	$57.63	$43.45	$45.74
47	T1013	Sign Language or Oral Interpretive Services, 15 Minutes	Supplemental Service Codes	15	$21.00	$21.00	$21.00	$21.00
48	T1017	Targeted Case Management, Each 15 Minutes	Referral Codes	15	$84.61	$57.63	$43.45	$45.74

Provider type	Tax1	Tax2	Tax3	Tax4	Tax5	Tax6	Tax7	Tax8	Tax9
Psychologist/ Pre-licensed Psychologist	102L	103G	103T						
LPHA	1012	101Y	102X	103K	106H	1714	222Q	225C	2256
LCSW	106E	1041							
Peer Recovery Specialist	175T								
Mental Health Rehab Specialist	146D	146L	146M	146N	171M	174H	1837		
	2217	224Y	224Z	2254	2258	225A	2260	2263	
	246Y	246Z	2470	274K	374T	376K	3902	4053	
Other Qualified Providers - Other Designated MH staff that bill medical	171R	172V	3726	373H	374U	376J			

XIII. Add to Exhibit E - MHS Program Goals, Outcomes, and Measures, Suicide Prevention Services the following PEI goals:

EXHIBIT E

PROGRAM GOALS, OUTCOMES, AND MEASURES

Casa Pacifica Program Evaluation		
Program Goals	**Outcomes**	**PEI: SCHOOL-BASED SUICIDE PREVENTION**
1. **Increase number of students that receive suicide prevention trainings**	A. Number of prevention workshops / activities for students on school campuses	6/year (Event Form: Training)
	B. Number of suicide prevention trainings for students (hosted)	10/year (Event Form: Training)
2. **Increase number of school staff and others who work with youth that receive Suicide Risk Assessment Training**	A. Number of Clinical Risk Assessment and/or Commercial Sexual Exploitation of Children trainings for school staff and other professionals in the community such as medical personnel, law enforcement, social workers, etc.	20/year (Event Form: Training)
3. **Increase awareness of suicide prevention and behavioral health resources available in the community for students for students and parents**	A. Disseminate information to students and parents at school events about how to access behavioral health services	18/year (Event Form: Outreach)
	B. Number of presentations for students and families on recognizing early signs of mental illness and accessing behavioral health services	4/year (Event Form: Training)

*Changes to Exhibit E do not require a formal amendment to this Agreement but shall be agreed to in writing by the Director of the Department of Behavioral Wellness or designee and shall not alter the Maximum Contract Amount.

XIV. Effectiveness. The terms and provisions set forth in this First Amendment on the Agreement shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amendment to the Agreement, are ratified and confirmed and shall continue in full force and effect and shall continue to be legal, valid, binding, and enforceable obligations of the parties.

XV. Execution of Counterparts. This First Amendment to the Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

First Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Casa Pacifica Center for Children & Families**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:
Casa Pacifica Center for Children & Families

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

RECOMMENDED FOR APPROVAL:
ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By: _____
Director

APPROVED AS TO FORM:
GREG MILLIGAN, ARM
RISK MANAGER

By: _____
Risk Manager